

NOTE: CHANGES MADE TO THIS DOCUMENT

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DEPENDABLE SOLUTIONS, INC., )  
etc., et al., )

Plaintiffs, )

v. )

ZELJKO RAKOCEVIC, etc., et al., )

Defendants. )

AND RELATED CROSS-  
COMPLAINT )

Case No. CV 15-7481-JFW (KSx)

~~PROPOSED~~ ORDER  
GOVERNING  
USE AND DISSEMINATION OF  
CONFIDENTIAL INFORMATION

PTC Date: Sept. 9, 2016  
Trial Date: Sept. 27, 2016

The Hon. John F. Walter, Judge  
Courtroom 16

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties' Stipulation to Entry of Order Governing Use and Dissemination of Confidential Information ("Stipulation") filed on November 19, 2015, the terms of the protective order to which the parties have agreed are adopted as a protective order of this Court (which generally shall govern the pretrial phase of this action) except to the extent, as set forth below, that those terms have been modified by the Court's amendment of paragraphs 5.2(a), 5.2(b), 7.2, 7.3, 12.2, and 12.6 of, and Exhibit A to, the Stipulation.

**AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND  
MODIFIED BY THE COURT<sup>1</sup>**

**1. PURPOSES**

This Order shall govern the disclosure and handling of all documents and other products of discovery obtained by the parties in this Action, all information derived therefrom, and all copies, excerpts, or summaries thereof, including, but not limited to, documents produced pursuant to inspection demands, answers to requests for admission, answers to interrogatories, documents subpoenaed in connection with depositions, and deposition transcripts.

All Protected Material (as hereafter defined) produced in discovery in this case shall be used solely for the purpose of pre-trial proceedings (including, but not limited to, motions and briefing), trial preparation, trial, and any appeals in the Action. Protected Material shall not be used for any business or non-Action related purpose whatsoever.

**2. DEFINITIONS**

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL Information or Items”: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery

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<sup>1</sup> The Court’s additions to the agreed terms of the Protective Order are generally indicated in bold typeface, and the Court’s deletions are indicated by lines through the text being deleted.

1 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY”.

3 2.4 Disclosure or Discovery Material: all items or information,  
4 regardless of the medium or manner in which it is generated, stored, or  
5 maintained (including, among other things, testimony, transcripts, and tangible  
6 things), that are produced or generated in disclosures or responses to discovery  
7 in this matter.

8 2.5 Expert: a person with specialized knowledge or experience in a  
9 matter pertinent to the litigation who (1) has been retained as an expert witness  
10 or as a consultant in this action, (2) is not a past or current employee, consultant  
11 or contractor, or an employee of a consultant or contractor, of a Party or of a  
12 Party’s competitor, and (3) at the time of retention, is not anticipated to become  
13 an employee or contractor of a Party or of a Party’s competitor. A Party shall  
14 not be designated as an Expert.

15 2.6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
16 Information or Items: extremely sensitive “Confidential Information or Items,”  
17 disclosure of which to another Party would create a substantial risk of serious  
18 harm that could not be avoided by less restrictive means, which may include  
19 information deemed by the Party to be a trade secret as defined in Cal. Civ.  
20 Code § 3426.1 or Source Code.

21 2.7 Non-Party: any natural person, partnership, corporation,  
22 association, or other legal entity not named as a Party to this action.

23 2.8 Counsel of Record: attorneys who are not employees of a party  
24 to this action but are retained to represent or advise a party to this action and  
25 have appeared in this action on behalf of that party or are affiliated with a law  
26 firm which has appeared on behalf of that party.  
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1           2.9 Party: any party to this action, including all of its officers,  
2 directors, employees, and consultants.

3           2.10 Producing Party: a Party or Non-Party that produces  
4 Disclosure or Discovery Material in this action.

5           2.11 Professional Vendors: persons or entities that provide  
6 litigation support services (e.g., photocopying, videotaping, translating,  
7 preparing exhibits or demonstrations, and organizing, storing, or retrieving data  
8 in any form or medium) and their employees and subcontractors.

9           2.12 Protected Material: any Disclosure or Discovery Material that  
10 is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY”.

12           2.13 Receiving Party: a Party that receives Disclosure or  
13 Discovery Material from a Producing Party.

14           2.14 Source Code refers computer code and associated comments  
15 and revision histories, that define or otherwise describe in detail the algorithms  
16 or structure of software designs. Source Code may be extremely sensitive and  
17 confidential.

### 18           3. SCOPE

19           3.1 The protections conferred by this Order cover not only  
20 Protected Material, but also (1) any information copied or extracted from  
21 Protected Material; (2) all copies, excerpts, summaries, or compilations of  
22 Protected Material; and (3) any testimony, conversations, or presentations by  
23 Parties or their Counsel that might reveal Protected Material. However, the  
24 protections conferred by this Order do not cover the following information:

25                   (a) any information that is in the public domain at the time  
26 of disclosure to a Receiving Party or becomes part of the public domain after its  
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1 disclosure to a Receiving Party as a result of publication not involving a  
2 violation of this Order, including becoming part of the public record through  
3 trial or otherwise;

4 (b) any information known to the Receiving Party prior to  
5 the disclosure or obtained by the Receiving Party after the disclosure from a  
6 source who obtained the information lawfully and under no obligation of  
7 confidentiality to the Designating Party;

8 (c) any Protected Material as to which any person is  
9 designated on the face of the Protected Material as a preparer or prior recipient  
10 thereof; or

11 (d) any Protected Material as to which any person has been  
12 indicated by the party producing such Protected Material to have been a prior  
13 recipient thereof.

#### 14 4. **DURATION**

15 Even after final disposition of this Action, the confidentiality obligations  
16 imposed by this Order shall remain in effect until a Designating Party agrees  
17 otherwise in writing or a court order otherwise directs. Final disposition shall be  
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
19 with or without prejudice; and (2) final judgment herein after the completion  
20 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
21 Action, including the time limits for filing any motions or applications for  
22 extension of time pursuant to applicable law.

#### 23 5. **DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for  
25 Protection. Each Party or Non-Party that designates information or items for  
26 protection under this Order must take care to limit any such designation to  
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specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, disclosure of Protected Material that qualifies for protection under this Order must be clearly so designated at the time the material is disclosed, produced or filed, or in the case of a deposition as provided in subparagraph 5.2(b) below. Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions ~~or other pretrial or trial proceedings~~), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each document that contains protected information, except if a file is

1 binary (e.g., computer software), then the name of each file shall have the  
2 appropriate designation. A Party or Non-Party that makes original documents or  
3 materials available for inspection need not designate them for protection until  
4 after the inspecting Party has indicated which material it would like copied and  
5 produced. During the inspection and before the designation, all of the material  
6 made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY”, unless otherwise designated. After the  
8 inspecting Party has identified the documents it wants copied and produced, the  
9 Producing Party must determine which documents qualify for protection under  
10 this Order. Then, before producing the specified documents, the Producing Party  
11 must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains  
13 Protected Material.

14 (b) ~~for testimony given in deposition or in other pretrial or~~  
15 ~~trial proceedings~~, that the Designating Party identify on the record, before the  
16 close of the deposition, ~~hearing, or other proceeding~~, all areas of protected  
17 testimony and specify the level of protection being asserted. When it is  
18 impractical to identify separately each portion of testimony that is entitled to  
19 protection and it appears that substantial portions of the testimony may qualify  
20 for protection, the Designating Party may invoke on the record (before the  
21 deposition, hearing, or other proceeding is concluded) a right to have up to 21  
22 days to identify the specific portions of the testimony as to which protection is  
23 sought and to specify the level of protection being asserted. Only those portions  
24 of the testimony that are appropriately designated for protection within the 21  
25 days shall be covered by the provisions of this Order. Alternatively, a  
26 Designating Party may specify, at the deposition or up to 21 days afterwards, if  
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1 that period is properly invoked, that the entire transcript shall be treated as  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
3 ONLY”. Parties shall give the other parties notice if they reasonably expect a  
4 deposition, ~~hearing or other proceeding~~ to include Protected Material so that the  
5 other parties can ensure that only authorized individuals who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at  
7 those proceedings. The use of a document as an exhibit at a deposition shall not  
8 in any way affect its designation as “CONFIDENTIAL” or “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Transcripts containing  
10 Protected Material shall have an obvious legend on the title page that the  
11 transcript contains Protected Material, and the title page shall be followed by a  
12 list of all pages (including line numbers as appropriate) that have been  
13 designated as Protected Material and the level of protection being asserted by  
14 the Designating Party. The Designating Party shall inform the court reporter of  
15 these requirements. Any transcript that is prepared before the expiration of a  
16 21-day period for designation shall be treated during that period as if it had  
17 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
18 in its entirety unless otherwise agreed or as then designated. After the expiration  
19 of that period, the transcript shall be treated only as actually designated.

20 (c) for information produced in some form other than  
21 documentary and for any other tangible items, that the Producing Party affix in  
22 a prominent place on the exterior of the container or containers in which the  
23 information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If any protected material is  
25 transmitted electronically, such as by email, the file name shall include the  
26 appropriate level of confidentiality, and if the file contains PDF documents, then  
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1 each PDF document shall bear an appropriate legend at the bottom of each  
2 document designating the level of confidentiality.

3 (d) If any portion of a written discovery response contains  
4 Protected Material, such portion shall be provided in a separate document,  
5 appended to the main body of the response, appropriately designated as to the  
6 level of confidentiality and incorporated by reference therein.

7 5.3 Inadvertent Failures to Designate. Inadvertent failure to  
8 designate qualified information or items as "CONFIDENTIAL" or "HIGHLY  
9 CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not, standing alone,  
10 waive the Designating Party's right to secure protection under this Order for  
11 such material, provided that the producing party notifies the receiving party  
12 within 21 days of discovery of such inadvertent designation. Upon timely  
13 correction of a designation, the Receiving Party must make reasonable efforts to  
14 assure that the material is treated in accordance with the provisions of this  
15 Order.

16 5.4 Production of Documents for On-site Inspection and Copying.

17 For documents that are made available for inspection and copying by the  
18 Receiving Party, the Designating Party shall physically separate documents and  
19 items designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
20 ATTORNEYS' EYES ONLY" from those documents not so designated in such  
21 a way that the documents in each category may be properly inspected on-site by  
22 the Receiving Party and that a copying service will be able to determine the  
23 proper designation of Protected Material.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party may challenge a designation  
26 of confidentiality at any time that is consistent with the Court's Scheduling  
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1 Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the  
3 dispute resolution process under Local Rule 37.1 et seq.

4 6.3 Judicial Intervention. If the Parties cannot resolve a challenge  
5 without court intervention, the Challenging Party may file a motion challenging  
6 a confidentiality designation at any time if there is good cause for doing so,  
7 including a challenge to the designation of a deposition transcript or any  
8 portions thereof. Any motion brought pursuant to this provision must be  
9 accompanied by a competent declaration affirming that the movant has  
10 complied with the meet and confer requirements imposed by section 6.2 above.

11 The burden of persuasion in any such challenge proceeding shall be on  
12 the Designating Party. Frivolous challenges and those made for an improper  
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
14 parties) may expose the Challenging Party to sanctions. All parties shall  
15 continue to afford the material in question the level of protection to which it is  
16 entitled under the Producing Party's designation until the court rules on the  
17 challenge.

## 18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected  
20 Material that is disclosed or produced by another Party or by a Non-Party in  
21 connection with this case only for prosecuting, defending, or attempting to settle  
22 this litigation. Such Protected Material may be disclosed only to the categories  
23 of persons and under the conditions described in this Order. When the litigation  
24 has been terminated, a Receiving Party must comply with the provisions of  
25 section 13 below (FINAL DISPOSITION). Protected Material must be stored  
26 and maintained by a Receiving Party at a location and in a secure manner that  
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1 ensures that access is limited to the persons authorized under this Order and if  
2 in binary form, in a secure password protected file.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the court or permitted in writing by the  
5 Designating Party, a Receiving Party may disclose any information or item  
6 designated only as “CONFIDENTIAL” only to the following persons who, **if**  
7 **not listed in subparagraphs (d), (g), (h), and (i),** have signed the  
8 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
9 Exhibit A ~~(except as to those persons designated in subparagraphs (d), (g), (h)~~  
10 ~~and (i))~~:

11 (a) the Receiving Party’s Counsel of Record in this Action,  
12 as well as employees of said Counsel of Record to whom it is reasonably  
13 necessary to disclose the information for this litigation and general legal counsel  
14 and outside counsel for the Receiving Party;

15 (b) any individual who is a named party to the Action and  
16 inside counsel, directors, officers and employees of any party who are assisting  
17 in the preparation of the Action for litigation and to whom, in the opinion of the  
18 attorneys in charge of the case for such party, it is necessary to the preparation  
19 of their case that such Discovery Materials be shown;

20 (c) Experts (as defined in this Order) of the Receiving Party  
21 to whom disclosure is reasonably necessary for this litigation;

22 (d) the court and its personnel;

23 (e) court reporters and their staff, professional jury or trial  
24 consultants, and Professional Vendors to whom disclosure is reasonably  
25 necessary for this litigation;

26 (f) during their depositions, witnesses in this Action to whom  
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disclosure is reasonably necessary, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

(h) a Non-Party witness during the course of his or her deposition or trial testimony, but only if such party has knowledge pertinent to such Protected Material; and

(i) such other persons, and on such other terms and conditions, as the parties agree to in writing or as the Court, upon application, may order.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the following persons who, **unless listed in subparagraph (c)**, have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A ~~(except as to those persons designated in subparagraph (c))~~:

(a) the Receiving Party’s Counsel of Record in this Action, as well as employees of said Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is

1 reasonably necessary for this litigation, and (2) as to whom the procedures set  
2 forth in section 7.4(a), below, have been followed;

3 (c) the court and its personnel;

4 (d) court reporters and their staff, professional jury or trial  
5 consultants, and Professional Vendors to whom disclosure is reasonably  
6 necessary for this litigation; and

7 (e) the author or prior recipient of a document containing the  
8 information or a custodian or other person who otherwise possessed or knew the  
9 information.

10 7.4 Procedures for Approving or Objecting to Disclosure of  
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
12 Items to Experts.

13 (a) Unless otherwise ordered by the court or agreed to in  
14 writing by the Designating Party, a Party that seeks to disclose to an Expert (as  
15 defined in this Order) any information or item that has been designated  
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to  
17 section 7.3(b) first must make a written request to the Designating Party that (1)  
18 identifies the general categories of “HIGHLY CONFIDENTIAL –  
19 ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks  
20 permission to disclose to the Expert, (2) sets forth the full name of the Expert  
21 and the city and state of his or her primary residence, (3) attaches a copy of the  
22 Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)  
23 identifies each person or entity to whom the expert has provided professional  
24 services, including in connection with litigation, at any time during the  
25 preceding two years, (6) identifies (by name and number of the case, filing date,  
26 and location of court) any litigation in connection with which the Expert has  
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1 offered expert testimony, including through a declaration, report, or testimony at  
2 a deposition or trial, during the preceding three years, and (7) the Expert must  
3 agree to be restricted from undertaking any work that could foreseeably result in  
4 an improper use of the Protected Material designated by the Designating Party.

5 (b) A Party that makes a request and provides the  
6 information specified in subparagraph (a) may disclose the subject Protected  
7 Material to the identified Expert unless, within 14 days after delivering the  
8 request, the Party receives a written objection from the Designating Party. Any  
9 such objection must set forth in detail the grounds on which it is based.

10 (c) A Party that receives a timely written objection must  
11 meet and confer with the Designating Party (through direct voice to voice  
12 dialogue) to try to resolve the matter by agreement within seven days of the  
13 written objection. If no agreement is reached, the Party seeking to make the  
14 disclosure to the Expert may file a motion as permitted by law seeking  
15 permission from the court to do so. Any such motion must describe the  
16 circumstances with specificity, set forth in detail the reasons why the disclosure  
17 to the Expert is reasonably necessary, assess the risk of harm that the disclosure  
18 would entail, and suggest any additional means that could be used to reduce that  
19 risk. In addition, any such motion must be accompanied by a competent  
20 declaration describing the parties' efforts to resolve the matter by agreement  
21 (i.e., the extent and the content of the meet and confer discussions) and setting  
22 forth the reasons advanced by the Designating Party for its refusal to approve  
23 the disclosure. In any such proceeding, the Party opposing disclosure to the  
24 Expert shall bear the burden of proving that the risk of harm that the disclosure  
25 would entail (under the safeguards proposed) outweighs the Receiving Party's  
26 need to disclose the Protected Material to its Expert.

1                   7.5 Attendance at Deposition where "HIGHLY CONFIDENTIAL  
 2 – ATTORNEYS' EYES ONLY" Information will be produced.

3           When Protected Material will be presented, quoted, or referred to in any  
 4 deposition or proceeding other than trial, the Party or Non-Party witness  
 5 claiming "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
 6 information will be produced, questioned, presented, quoted or referred to shall  
 7 have the right to make arrangements to ensure that only the persons who are  
 8 entitled to receive such information would be permitted access to said Protected  
 9 Material are present during said production, questioning, presentation, quotation,  
 10 or reference.

11           When Protected Material is incorporated in a transcript of a deposition or  
 12 proceeding other than trial, any Party or Non-Party witness claiming such  
 13 confidentiality shall arrange with the court reporter to bind the confidential  
 14 portions of such transcript separately and to label such portion of the transcript  
 15 as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," and any  
 16 copies thereof shall be held in confidence as provided in this Order.

17           8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
 18 **PRODUCED IN OTHER LITIGATION**

19           If a Party is served with a subpoena or a court order issued in other  
 20 litigation that compels disclosure of any information or items designated in this  
 21 Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
 22 ATTORNEYS' EYES ONLY" that Party must:

23                   (a) promptly notify in writing the Designating Party. Such  
 24 notification shall include a copy of the subpoena or court order;

25                   (b) promptly notify in writing the party who caused the subpoena  
 26 or order to issue in the other litigation that some or all of the material covered  
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1 by the subpoena or order is subject to this Protective Order. Such notification  
2 shall include a copy of this Order; and

3 (c) cooperate with respect to all reasonable procedures sought to  
4 be pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served  
6 with the subpoena or court order shall not produce any information designated  
7 in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY” before a determination by the court from which  
9 the subpoena or order issued, unless the Party has obtained the Designating  
10 Party’s permission. The Designating Party shall bear the burden and expense of  
11 seeking protection in that court of its confidential material – and nothing in  
12 these provisions should be construed as authorizing or encouraging a Receiving  
13 Party in this Action to disobey a lawful directive from another court.

14 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
15 **PRODUCED IN THIS LITIGATION**

16 9.1 The terms of this Order are applicable to information produced  
17 by a Non-Party in this Action and designated as “CONFIDENTIAL” or  
18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such  
19 information produced by Non-Parties in connection with this litigation is  
20 protected by the remedies and relief provided by this Order. Nothing in these  
21 provisions should be construed as prohibiting a Non-Party from seeking  
22 additional protections.

23 9.2 In the event that a Party is required, by a valid discovery  
24 request, to produce a Non-Party’s confidential information in its possession, and  
25 the Party is subject to an agreement with the Non-Party not to produce the  
26 Non-Party’s confidential information, then the Party shall:

1 (a) promptly notify in writing the Requesting Party and the  
2 Non-Party that some or all of the information requested is subject to a  
3 confidentiality agreement with a Non-Party;

4 (b) promptly provide the Non-Party with a copy of this  
5 Order in this litigation, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (c) make the information requested available for inspection  
8 by the Non-Party.

9 9.3 If the Non-Party fails to object or seek a protective order from  
10 this court within 14 days of receiving the notice and accompanying information,  
11 the Receiving Party may produce the Non-Party's confidential information  
12 responsive to the discovery request. If the Non-Party timely seeks a protective  
13 order, the Receiving Party shall not produce any information in its possession or  
14 control that is subject to the confidentiality agreement with the Non-Party  
15 before a determination by the court. Absent a court order to the contrary, the  
16 Non-Party shall bear the burden and expense of seeking protection in this court  
17 of its Protected Material.

18 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED**  
19 **MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has  
21 disclosed Protected Material to any person or in any circumstance not  
22 authorized under this Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best  
24 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
25 the person or persons to whom unauthorized disclosures were made of all the  
26 terms of this Order, and (d) request such person or persons to execute the  
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1 "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
2 Exhibit A.

3 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**  
4 **OTHERWISE PROTECTED MATERIAL**

5 When a Producing Party gives notice to a Receiving Party that certain  
6 inadvertently produced material is subject to a claim of privilege or other  
7 protection, the obligations of the Receiving Parties are those set forth in Federal  
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order that provides for  
10 production without prior privilege review.

11 12. **MISCELLANEOUS**

12 12.1 **Right to Further Relief.** This Order shall be without  
13 prejudice to the right of the parties: (a) to redact portions of the Protected  
14 Material which are highly confidential such that the probative value of such  
15 materials is substantially outweighed by the need to keep such materials  
16 confidential; (b) to bring before the Court at any time the question of whether  
17 any particular document or information is confidential or whether its use should  
18 be restricted; or (c) to present a motion to the Court for a separate protective  
19 order as to any particular document or information, including restrictions  
20 differing from those as specified herein. This Order shall not be deemed to  
21 prejudice the parties in any way in any future application for modification of  
22 this Order.

23 12.2 **Right to Assert Other Objections.** Nothing in this Order shall  
24 be construed to affect either the discoverability or admissibility at trial of any  
25 document or thing, nor shall any party's or third-party witness' assent to this  
26 Order be deemed to waive that party's right to object to the production of  
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1 documents and things on appropriate grounds, to move to compel the  
2 production of documents and things wrongfully withheld from production, to  
3 assert appropriate privileges and immunities in response to discovery requests,  
4 or to seek additional protection or other modification of this Order by  
5 subsequent order of the Court. No party may refer to ~~anything herein or the~~  
6 designation of any document as proof **per se** that the designated Protected  
7 Materials are actually confidential.

8           12.3 Term of Order. This Order shall remain in force and effect  
9 and shall not be modified, superseded, or terminated except by express written  
10 consent of the parties or by order of the Court.

11           12.4 Jurisdiction Retained. Upon conclusion of this Action, this  
12 Court shall retain such jurisdiction regarding this Order issued hereon for  
13 purposes of enforcing its terms and conditions and to enable any party herein to  
14 apply for such other and further orders concerning the subject of this Order as  
15 may be necessary or appropriate.

16           12.5 Violation or Threatened Violations. If anyone violates or  
17 threatens to violate any term of this Order, any party or third-party witness may  
18 seek damages and injunctive relief, and it shall not be a defense thereto that the  
19 party or third party witness seeking such relief possesses an adequate remedy at  
20 law.

21           12.6 Filing Protected Material. A Receiving Party seeking to file  
22 or lodge with the Court any transcripts of depositions or portions thereof,  
23 exhibits, answers to interrogatories, responses to requests for admission, and  
24 other documents which have previously been designated as Protected Material,  
25 or any pleading or memorandum or other document purporting to reproduce or  
26 paraphrase such information, shall first comply with the procedures set forth in  
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1 Rule 79-5 of the Local Rules of the United States District Court for the Central  
2 District of California for obtaining approval to file such materials under seal.

3 Protected Material may only be filed under seal pursuant to a court order  
4 authorizing the sealing of the specific Protected Material at issue. ~~A sealing~~  
5 ~~order will issue only upon a request establishing that the Protected Material at~~  
6 ~~issue is privileged, protectable as a trade secret, or otherwise entitled to~~  
7 ~~protection under the law.~~ If a Receiving Party's request to file Protected  
8 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court,  
9 then the Receiving Party may file the information in the public record unless  
10 otherwise instructed or ordered by the court.

### 11 13. **FINAL DISPOSITION**

12 Within 60 days after the final disposition of this Action, as defined in  
13 Section 4, each Receiving Party must return all Protected Material to the  
14 Producing Party or destroy such material. As used in this subdivision, "all  
15 Protected Material" includes all copies, abstracts, compilations, summaries, and  
16 any other format reproducing or capturing any of the Protected Material.  
17 Whether the Protected Material is returned or destroyed, the Receiving Party  
18 must submit a written certification to the Producing Party (and, if not the same  
19 person or entity, to the Designating Party) by the 60-day deadline that (1)  
20 identifies (by category, where appropriate) all the Protected Material that was  
21 returned or destroyed and (2) affirms that the Receiving Party has not retained  
22 or provided to any person or entity any copies, abstracts, compilations,  
23 summaries or any other format reproducing or capturing any of the Protected  
24 Material. Notwithstanding this provision, Counsel are entitled to retain an  
25 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
26 transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
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1 expert reports, attorney work product, and consultant and expert work product,  
2 even if such materials contain Protected Material. Any such archival copies that  
3 contain or constitute Protected Material remain subject to this Protective Order  
4 as set forth in Section 4 (DURATION).

5 Good cause being found, IT IS SO ORDERED

6  
7 Dated: November 20, 2015

8   
9 KAREN L. STEVENSON  
10 UNITED STATES MAGISTRATE JUDGE  
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**Exhibit A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand  
the Protective Order that was issued by the United States District Court for the  
Central District of California on November \_\_\_\_, 2015, in the case of  
Dependable Solutions, Inc., etc., et al., v. Zeljko Rakocovic, etc., et al., being  
United States District Court for the Central District of California, case no. CV  
15-7481-JFW (KSx).

I agree to comply with and to be bound by all the terms of said Protective  
Order, and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt.

I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the  
terms of this Protective Order, even if such enforcement proceedings occur after  
termination of this action.

If I reside or have my domicile outside of California, I hereby appoint  
\_\_\_\_\_ [print or type full name] of



1 \_\_\_\_\_ [print or type  
2 full address and telephone number] as my California agent for service of  
3 process in connection with this action or any proceedings related to enforcement  
4 of this Protective Order.

5  
6 Date: \_\_\_\_\_ City and State where sworn and signed: \_\_\_\_\_

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8 Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_  
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